



CSX RAIL TRANSPORT
Law Department

9-058A002

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RECORDATION NO 6817-A FILED 1425

FEB 27 1989 -12 30 PM February 23, 1989

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, DC 20423

Date 2/27/89
Fee \$ 13

CC Washington, D. C.

FEB 27 12 30 PM '89
MOTOR OPERATING UNIT

Dear Secretary:

I have enclosed three counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of January 15, 1988, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 6817.

The names and addresses of the parties to the release are as follows:

Bank South
(successor to The Fulton
National Bank of Atlanta)
P. O. Box 4387
Atlanta, Georgia 30302

CSX Transportation, Inc.
(formerly Seaboard Coast
Line Railroad Company)
500 Water Street
Jacksonville, Florida 32202

OPERATING UNIT
FEB 27 12 30 PM '89

Secretary
Interstate Commerce Commission
December 22, 1988
Page 2


A fee check in the amount of \$13 is also enclosed.
Please return all counterparts not required by the Commission
for recordation to:

Mr. David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the
index follows:

General release.

Very truly yours,


David M. Yearwood
Senior Counsel

DMY/cra

W/Enclosures

6817-A
FEB 27 1989 - 12:30 PM
INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of January 15, 1988 by and between BANK SOUTH, N.A. (the "Bank") (successor to The Fulton National Bank of Atlanta) and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (formerly Seaboard Coast Line Railroad Company ("SCL")).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of November 1, 1972 (the "Conditional Sale Agreement") by and between Pullman Incorporated (Pullman Standard Division) (the "Vendor") and SCL, the Vendor agreed to construct, sell and deliver to SCL, on the terms and conditions therein set forth, the equipment described in Schedule B thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of November 1, 1972 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Bank, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 30, 1972, at 2:45 p.m., and assigned Recordation No. 6817;

WHEREAS, the Conditional Sale Agreement and Assignment provide that when the Railroad has paid the full purchase price for the Equipment, together with interest, and

performed all the covenants and conditions of the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Bank transfers its interest in and to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Bank does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement and Assignment, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad.

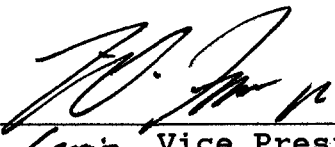
The Railroad does hereby release and discharge the Bank from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Bank.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

BANK SOUTH, N. A.

By 
Vice President

ATTEST:


Assistant Vice President

CSX TRANSPORTATION, INC.


By 
Vice President CSX Rail Transport

ATTEST:


Assistant Secretary

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this 31st day of January, 1989, before me personally appeared L. O. Farris, Jr., to me personally known, who being by me duly sworn, says that he is Senior Vice President of Bank South, N. A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

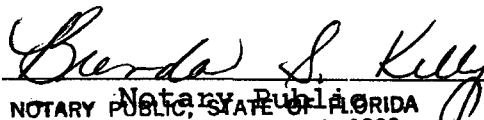

Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires Nov. 9, 1992

My Commission expires: _____.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 14th day of December, 1987, before me personally appeared H. L. Snyder, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1989
Bonded thru Patterson - Becht Agency

My Commission expires: _____.

NOTARIAL SEAL